IN THE

Supreme Court of the United States

OCTOBER TERM, 1942.

OLUF BORUP, *et al.*, seamen on board the American Whale Factory Ship "ULYSSES",

Petitioners,

against

American Whale Factory Ship "ULYSSES", her engines, boilers, tackle, apparel, furniture, etc., and WESTERN OPERATING CORPORATION, Owner, and H. M. MIKKELSEN, Master,

Respondents.

BRIEF IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

I.

Opinions of the Courts Below.

The opinion of the District Court was not officially reported. It is contained between pages 310 and 327 of the record (928-981).

The opinion of the Circuit Court of Appeals, dated July 31, 1942, is reported in Fed. 2d , and is attached to the record, certified by the Circuit Court to this Court.

II.

Jurisdiction.

The jurisdiction of this honorable Court is invoked under Section 240(a) of the Judicial Code, as amended by the Act of February 13, 1925, Section 1; 28 U. S. C. A. 347(a).

III.

Statement of the Case.

In September of 1939, at Sandefjord, Norway, the petitioners, Norwegian seamen for the most part, joined the service of the United States owned and registered whaling ship ULYSSES for a whaling voyage during the season of December, 1939 to March, 1940 (414). Thereafter, the ULYSSES proceeded to the Antarctic, putting in en route into St. Helena Bay, West Africa, for the purpose of fueling the killer boats (416). In doing so, the ULYSSES struck bottom and sustained damage to her hull which necessitated her proceeding to Durban, Africa, for dry-docking and effectuation of temporary repairs (416). By reason of the delay thus occasioned, the ULYSSES did not reach the whaling grounds until three weeks after the commencement of the official season for whaling in the Antarctic, which began on December 8, 1939. The season terminated on March 7, 1940 (416-417).

Upon completion of the season, having taken 62,500 (426) of the 101,000 barrels that it was anticipated by agreement between the parties the ULYSSES would take over the full season (425), the ULYSSES commenced her re-

turn voyage to Norway (417). On the way back, the military invasion of Norway by Nazi Germany occurred, and the ULYSSES was forbidden by the terms of the Presidential Proclamation under the Neutrality Act to return to Norway (4 Fed. Reg. 1939). The ULYSSES' American owners then ordered her to change her course for New Orleans (418). At New Orleans, a portion of the oil taken was discharged. Another portion, theretofore transferred from the ULYSSES to an oil tanker, was discharged at Carteret, New Jersey (462).

On June 29, without previous advice of any kind to the crew, the ULYSSES was placed in Robbins Dry Dock, where work was begun to convert her into a general bulk oil carrier (855-856).

Meanwhile, with exceptions to be hereinafter stated, the petitioners continued to work on Board the ULYSSES after her arrival at New York on May 10 (418), both before and after the commencement of the conversion of the vessel to a bulk oil carrier (574-575, 593, 594, 629, 671, 672, 698). Wages, in the meantime, save for allotments and disproportionately meager advances (424-425), continued to accumulate (306).

September 19, the date of the opening of hearings before the Special Commissioner, found the petitioners, for the most part, unpaid for a year's efforts at highly skilled endeavor.

Approximately 154 of the original 250 petitioners then still remained on board, the others having shipped foreign on other vessels or been placed ashore for hospital treatment (425), their pay still undetermined.

The record clearly shows that after the vessel arrived in New York on May 10, 1940, the petitioners continued

to do such work aboard the vessel through May, June, July and August of 1940, as they were ordered to do (471). It is undoubtedly true that the services of the petitioners during this period were neither of the precise nature as had been anticipated when they first joined the vessel, nor were they in the aggregate as arduous or as regular as might have been the case had the vessel been in the pursuit of a regular voyage, but, in any event, the record clearly shows that they were substantial (573-575, 593-596, 629-630, 670-672, 688-691, 692-693).

The record also shows that as late as August 12, 1940, the master specifically threatened that anyone failing to obey orders and to keep up his work would suffer deductions from pay (871-874). The record likewise shows specific projects assigned to and performed by the petitioners during the months of June, July and August; thus, breaking asphalt on cabin deck forward (661-663), scraping of rust and painting in chain locker (665), shifting of deck stores from lower fore peak to deck above (665), scraping, oiling and painting of cabin deck (669, 681-682), washing super structure in preparation for painting (671), painting outside of ship (679), scraping, washing, and painting of storerooms forward (679), carrying grenades from tank deck to main deck (681-682), working on lifeboats (684), washing, scraping, and painting pump and washrooms (681).

It further appears that in July, after the institution of this action, the petitioners made an application to the District Court for an order that would compel the respondents there to make some advance against the undisputably large sum of wages that was then due each of them (3). In opposing that application, respondents submitted an affi-

davit to the Court, sworn to by their proctor and by its vice-president, which stated as follows (306):

> "In the meantime the libelants are still on the payroll and their wages are accruing. * * *"

On September 1, the order finally was given by the chief mate to the effect that no one was to work *any more* (473).

The relevant provisions of their contract provided that (Libelants' Exhibit I):

> "2. The engagement is[1]
>
> a. For the ship's voyage from Sandefjord on a whaling trip to the Antarctic and thence to Sandefjord or port of discharge;
>
> b. For a period of one season; and
>
> c. Until signing off, which can only take place at Sandefjord.
>
> [1] The items not agreed upon to be deleted."

Their contract also provided (Libelant's Exhibit II):

> "1. Wages run from and including the day of entering the service until discharge occurs."

Another provision was (446):

> "Sec. 5"
>
> "War Risk Addition"
>
> "If in consequence of the state of war, agreements are concluded with organizations respecting war risk additions for officers and crews in the Norwegian Merchantile Marine, such agreements shall, in so far as they relate to wages, become similarly applicable to the officers and crews in equivalent wage-classes on the whaling fleet."

Also, it was provided (448):

> "7. If required by the manager and unless personal or other reasons of exceptional importance dictate to the contrary the men are obliged to over-winter in any foreign port. For such over-wintering the crews shall receive 50% addition to their wages. The men who over-winter are bound to serve next season at the same rate of pay and bonus as for the men in corresponding positions engaged at home. Time is reckoned from the date the vessel in question arrives at the place of laying-up until the day the next season's expedition arrives there or the employed leaves the place of laying-up in order to join the next season's expedition."

The wages to be paid consisted of a combination of

1. basic wages of so much per month (Exhibit I);
2. share bonus of so many Norwegian cents per barrel of the catch (Exhibit I); and
3. sliding scale bonus, depending on the average scale price of oil taken by all whaling expeditions mentioned in a pertinent agreement (Exhibit II, 47-55).

The vital question in the courts below, decided adversely to the petitioners, has been whether wages were payable after May 15, or not. In the event that the petitioners are correct—that wages are due them after May 15—the wages they are seeking include the following items:

1. Basic wages from May 15, 1940 to October 11, 1940;
2. Additional war bonus after July 1, 1940 to October 11, 1940;
3. Wage allowance for over-wintering.

In addition, there has been a dispute between the parties as to the disposition of their claim under their contract for repatriation, a question that will be discussed under a separate heading in the brief.

IV.

Proceedings Below.

The trial court denied wages to the petitioners, which wages were earned after the 15th day of May, 1940, upon the ground that the venture for which they had been employed, that is, the "whaling voyage", had terminated on or about May 15, 1940.

The Circuit Court of Appeals affirmed the decree of the District Court, upon the ground that the Presidential Proclamation of Neutrality of April 10, 1940, had "frustrated" the adventure so as to excuse the payment of wages after May 15, 1940.

Both Courts denied repatriation to those seamen who shipped foreign at any time, pending their opportunity to be repatriated, upon the ground that by the act of shipping foreign they terminated their right to repatriation.

V.

Specifications of Errors.

1. The Circuit Court erred in holding that the petitioners were not entitled to a discharge and to their wages up to the time of discharge.

2. The Circuit Court erred in holding that the Presidential Proclamation of April 10, 1940, excused, because of im-

possibility of performance or frustration, payment to the petitioners of wages beyond May 15, 1940.

3. The Circuit Court erred in failing to hold that the respondents were required to perform pursuant to the alternative method provided for in the contract.

4. The Circuit Court erred in failing to hold that the respondents were bound by their judicial admission of liability made on July 15, 1940.

5. The Circuit Court erred in failing to hold that the respondents were estopped by their conduct to deny that wages continued to accrue after May 15, 1940.

6. The Circuit Court erred in denying repatriation to those seamen who shipped foreign from the United States.

VI.

ARGUMENT

Summary of Argument.

POINT A. The petitioners, under the provisions of their contract, the laws of the United States, and the uniform provisions of the General Maritime Law, were entitled to a discharge and to wages until the time of their discharge.

POINT B. The Neutrality Proclamation of April 10, 1940, did not so frustrate the adventure as to deny the petitioners' claim for wages beyond May 15, 1940, and until their discharge.

POINT C. The respondents are bound by their admission of liability, and are estopped to deny petitioners' claim for wages beyond May 15, 1940.

POINT D. The petitioners did not lose their right to repatriation by shipping foreign, but, at the worst, their right to repatriation was suspended during the war.

POINT E. The opinions below are contrary to, and in conflict with, prior Federal and State Court decisions and are of serious consequence to the maritime world at the present time.

POINT A.

The petitioners, under the provisions of their contract, the laws of the United States, and the uniform provisions of the General Maritime Law, were entitled to a discharge and to wages until the time of their discharge.

The petitioners' contract specifically provided for the receipt by them of a discharge and wages until such discharge. The employment contract provided (Libelant's Exhibit II):

> "Wages run from and including the day of entering the service *until discharge occurs.** * *" (italics ours).

The decision of the Circuit Court, that petitioners were not necessarily entitled to a discharge, is in direct contravention of this provision of their contract. Furthermore, seamen always have been, apart from any express contractual obligation, entitled to a discharge upon the termination of their service, and it has been the receipt of this discharge certificate that marked the termination of their service. The statutes of the United States contemplated the execution of such a document to the seamen.

These statutes also make specific and detailed provision for the method of terminating a seamen's service. *Title 46 U. S. C. A., Sections 596, 597, 641-646.*

A reading of these sections clearly evinces the legislative intention of the United States that seamen should receive a discharge and, further, that they should receive their wages until the receipt of such discharge. These statutes, however, are but codifications of the decisions of the Admiralty Courts of this Country from the earliest times, *The Sonderborg,* 47 Fed. (2d) 723, 726 (C. C. A. 4th) 1931; *The Prahova,* 38 Fed. Supp. 418, 426 (D. C. S. D. Cal.) 1941; *Tarleton* v. *Mallory,* Fed. Cas. No. 13,753, p. 701, 1878; *Brown* v. *Lull,* Fed. Cas. No. 2018, p. 407, 1836; see also *Palace Shipping Company* v. *Caine* (House of Lords 1907) 9 Ann. Cas. 526, 527, as well as of the General Maritime Law, as it is expressed in the statutes of the various nations. (See reference to Laws of other Nations, at p. 7 of Petition annexed.) The language of these decisions, that wages continue until discharge, is unmistakable.

Thus, in the *Sonderborg* case, *supra,* it is stated as follows, page 726:

> "The contract continued, and their right to pay continued until their final discharge."

And in the *Prahova* case, *supra,* the following appears at page 426:

> "The libelant was laid off on January 3, 1941. Under Roumanian Law, referred to, he could thus be penalized for disobedience. Lege pentru Organizarea Marinei Comerciale, secs. 37, 38. On January 25, 1941, when the 'Prahova' ceased to fly the Roumanian flag, the seaman became entitled to his discharge, under American law. He has not been discharged

> even now. It follows that the seaman is entitled to his discharge and to the wages which have been due since that date, at the original rate of $52 per month, without penalty. 46 U. S. C. A. Section 596."

The rule of the above mentioned cases and statutes of various nations is well found in fact and in established maritime practice. Both the seamen and the masters or owners have always looked upon the act of discharge as terminating the seamen's obligation to remain with, and in the service of, the vessel, and likewise terminating the owner's obligation for further wages.

Impossibility or frustration, which prevents complete performance of a contract, where established, merely gives the master or the owner the right to discharge the seamen. It is respectfully submitted that until the decision in the instant case, it has never been held that frustration or impossibility warranted the cessation of further wages prior to actual discharge. See *Tarleton* v. *Mallory,* Fed. Cas. No. 13,753, p. 701; *The Prahova,* 38 Fed. Sup. 418, 426 (D. C. S. D. Cal.) 1941.

POINT B.

The Neutrality Proclamation of April 10, 1940, did not so frustrate the adventure as to deny the petitioners' claim for wages beyond May 15, 1940, and until their discharge.

The principal ground of the Circuit Court's decision was its holding that the Presidential Proclamation of April 10 (4 Fed. Reg. 1939) "frustrated" the contract, and thereby prevented its performance which, the Court

held, required the seamen to be paid wages until discharged in Norway.

However, the express alternative to returning the seamen to Norway, provided for in their contract, was that they might be discharged elsewhere (Libelant's Exhibit II). The Court held that this provision in the contract was a mere option to the respondents, and not a requirement, in the alternative.

This theory, upon which the Circuit Court rested its decision, was not anticipated by either side, and was, therefore, briefed by neither. In point of fact, however, it had been the well established law, until the holding of the Circuit Court, that where one of alternative methods of performing a contract was frustrated or made impossible, then the performance of the remaining alternative became obligatory upon the promissor, even though the alternative was at his option. *Yankton Sioux Tribe of Indians* v. *U. S.*, 272 U. S. 351, 358; *P. N. Gray & Co., Inc.* v. *Cavaliotis* (E. D. N. Y.), 276 Fed. 565, 571; *Irvine* v. *Postal Telegraph Cable Co.* (Cal.) 173 Pac. 487, 488; *Beckwith* v. *Sheldon* (Cal.) 145 Pac. 97, 99; *Edgar G. Acker, Inc.* v. *Rittenberg, et al.* (Mass.), 152 N. E. 87, 88; *Drake* v. *White,* 117 Mass. 10, 13; *Stephens* v. *Webb,* 173 Eng. Rep. 27, 28; *Da Costa* v. *Davis,* 126 Eng. Rep. 882, 883; *Williston on Contracts* (Revised Ed.), Vol. 6, Sec. 1961. It is interesting to note that this theory is expressed by Trotter in his work on the effect of war on contracts. *Trotter,* 4th Ed. *"Law of Contracts During and After War",* p. 129.

So far as the respondents were concerned, they had their oil—oil which has since been sold in a profitable market—as well as their vessel which they likewise have since sold under favorable conditions. That the owners did not have

the money with which to pay the seamen their wages is not a legal excuse for failure to perform their contract in this respect; this being a subjective reason for non-performance that has never availed as a defense to contractual performance. *Heyward* v. *Goldsmith,* 269 Fed. 946, 949 (C. C. A. 3rd, 1921); *Gerber* v. *Spencer,* 278 Fed. 886, 890 (C. C. A. 9th, 1922); *Ingham Lumber Co.* v. *Ingersoll & Co.,* 125 S. W. (Ark. 1910), 139, 141-142; *Western Drug, etc. Co.* v. *Board of Administration,* 106 Kan. 256, 263, 12 A. L. R. (1920), 1074, 1079; *Sliosberg* v. *N. Y. Life,* 244 N. Y. 482, 498 (1927); *Williston on Contracts,* Revised Ed., Vol. 6, Sec. 1932.

POINT C.

The respondents are bound by their admission of liability, and are estopped to deny petitioners' claim for wages beyond May 15, 1940.

As appears from the statement of facts, the respondents, on or about July 15, 1940, submitted an affidavit to the Court, in opposition to the petitioners' application for an advance, in which they stated (306):

> "In the meantime, the libelants are still on the payroll and their wages are still accruing. * * *"

In the same affidavit, and in connection with the same statement, they also stated that the reason the seamen had not been paid, was because the respondents did not have the money with which to pay. It is respectfully submitted that this clear admission of a continuing liability for the payment of wages, made more than two months after the day of May 15, 1940, at which the District Court

had later terminated the seamen's right to wages, was a binding judicial admission, especially since this affidavit was made by a person not only proctor for, but likewise an officer of, the respondent Western Operating Corporation.

Wigmore on Evidence (3rd Ed.), Vol. 9, Sec. 2590, states, with regard to this type of admission, as follows:

> "The vital feature of a judicial admission is universally conceded to be its *conclusiveness* upon the party making it, *i.e.* the prohibition of any further dispute of the fact by him, and of any use of evidence to disprove or contradict it."

The Federal rule has actually been the same as Wigmore's definition of it. *National Steamship Co.* v. *Tugman,* 143 U. S. 28, 31, 32; *John E. Garman, etc.* v. *U. S.* 34 Ct. Cl. 237, 242; *Oscanyan* v. *Arms Co.,* 103 U. S. 261, 263; *L. P. Larson Co.* v. *William Wrigley, Jr., Co.,* 253 Fed. 914, 918 (C. C. A. 7th) 1918; *Wigmore,* 3rd Ed., Vol. 9., Sec. 2590. It would therefore seem that the seamen have been deprived of at least 2 months' wages that they were entitled to receive, by actual admission of respondents in Court.

It is the contention of the petitioners, however, that not only were the respondents bound by the admission thus made on July 15, 1940, but, because of this admission, as well as because of subsequent conduct of the respondents that is fully implemented by the record, the respondents were estopped to deny the petitioners' claim that wages were continually accruing up to and including the 11th day of October, 1940.

Thus, the record shows that late in August, the master was threatening deductions from pay unless the seamen continued diligent in their obedience to orders (871-874).

And the record further shows that on September 1, the chief mate ordered that *no more work* be done, clearly indicating, as indeed all indications are, that up to that time the seamen had been receiving orders with the understanding that they would be paid for the work performed pursuant to these orders. The giving of such orders and the reliance by the seamen upon the conduct of the respondents, should clearly have worked an estoppel that should prevent the respondents from denying their obligation to pay wages at least for a reasonable time after the 1st day of September, 1940, when they ordered the cessation of further work. *Williston on Contracts* (Revised Ed.), Vol. 5, Sec. 1508.

POINT D.

The petitioners did not lose their right to repatriation by shipping foreign, but, at the worst, their right to repatriation was suspended during the war.

The contract provision in this respect was as follows (447):

> "2. The employed may be signed off at any place whatever, according to the wishes of the company. In case of signing off the employed is entitled to a free passage and wages until he reaches the place of signing on.
>
> "3. If the employed wishes himself to be signed off at a place outside the place of signing on and this is agreed to, his wages are stopped and repatriation expenses will not be paid."

By stipulation, dated July 11, 1940, counsel for the parties made the following agreement (325-329):

> "That all members of the crew of the 'Ulysses' * * * who have signed off since June 12, 1940, or who at any time hereafter signed off the articles of said vessel for the purpose of becoming members of the crew of other vessels or otherwise leave the country, do so without prejudice to all manner of claims for wages, overtime, bonuses of all kinds, wintering wages, and/or damages referred to in the libel herein as it now stands, or any amendment thereto or further libel, * * *."

The effect of the decisions of the District and Circuit Courts below deny repatriation to any seaman who did not leave the United States on a voyage bound for Norway. That most of the 250 seamen were unable to undertake any such voyage, was clearly evident at the time of the decree. Transportation facilities between the United States and Norway had become practically non-existant, by reason of Germany's invasion of Norway.

The Circuit Court denied repatriation to those seamen who shipped foreign, stating that it was giving effect to Section 3 of the contract referred to above. However, Section 3 obviously was intended to deny repatriation to a seaman who insisted upon a discharge in a foreign port where the owners were returning the vessel to Norway. It obviously has no application to a situation where the vessel was not being returned to Norway. This third section of the contract also obviously contemplated a voluntary request by the seaman to leave the vessel before its return to Norway, where the owners would want a seaman to remain on the vessel until the return to Norway. This was not the case herein; so that, under all the circumstances in the instant case, Section 2 of the contract should have been applied with reference to repatriation.

Further, the seamen were, for the most part, forbidden by our immigration laws to await, in the United States, the termination of the war, before undertaking the voyage to Norway. As the court knows, foreign seamen are permitted only a short period of shore leave, within which time they must procure themselves another vessel going foreign (Title 8 U. S. C. A., Sec. 168). Thus, the laws of the United States effectively precluded the seamen from repatriating themselves at the time of the decree, and the decision precluded those, who, in obedience to the laws of the United States, should ship out, from securing at any later time the repatriation that contract rights had vested for them.

It will further be remembered that the decree occurred approximately 6 months after the filing of the libel, and after many of the seamen had already "shipped out", in the belief that their right to return and claim their repatriation had been secured for them by the stipulation between counsel, which has been quoted above.

No effective reason was stated by either the District Court or the Circuit Court as to why the act of continuing their vocation as merchant seamen during a period in which disordered world conditions prevented their return home, should deprive them of their right to ultimate repatriation when the war should cease.

Indeed, this holding is likewise contrary to the manner in which wars have generally been held to operate on contract rights, so as to cause suspension for the duration of the war. *Williston on Contracts* (Revised Ed.), Vol. 6, p. 1958.

Therefore, it would appear that the very least that should have been provided by the District Court and the

Circuit Court should have been a declaration of the suspension of the seamen's right to repatriation during the war, a right which they could claim upon the war's termination. In the alternative, a reasonable decision would seem to have been one that would have fixed the monetary value of the repatriation which the seamen would receive at the time of the decree, and have awarded that in lieu of the repatriation itself.

POINT E.

The opinions below are contrary to, and in conflict with, prior Federal and State Court decisions and are of serious consequence to the maritime world at the present time.

As must already have appeared, it is the contention of the petitioners that the holdings of the Circuit and District Courts are in many respects seriously violative of seamen's rights as they have been known to exist since ealiest times.* In many respects, as has been pointed out, these decisions openly contradict many well established holdings of Federal and State Courts and unsettle otherwise settled law in respects that we deem worthy of the consideration of this Court.

Particularly are these questions worthy of review under the present world conditions. It is common knowledge that the mortality among seamen in the vessels of the United Nations have far exceeded the rate of mortality of the armed forces of the United States and many other

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* Payment of wages until discharge (see pp. 20-21). Provisions of written contract (see p. 19). Repatriation (see p. 9).

nations. These seamen have done their duty nobly and well.

Decisions, under these circumstances, which deprive seamen of rights as they have always known them to have existed, and which, in effect, increase the already discouraging hazards of their vocation, should not be encouraged at this time. In this light, a review of the matters herein discussed, by this August Court, may well be considered a contribution to the effort of the United Nations.

Respectfully submitted,

LYMAN STANSKY,
Proctor for Petitioners.

HERBERT LEBOVICI,
Proctor for Petitioners.

Appendix of Foreign Statutes

Denmark (reprinted from International Labor Office, Leg. Series, Den-2, p. 3):

> "18. Wages shall be due on and from the day on which the seaman begins his service on board, or, if he has to make a journey from the place of engagement in order to reach the vessel, on and from the day on which such journey begins.
>
> "Wages shall be due to and including the day on which the employment ceases, or, if the crew is paid off, *to and including the paying-off day,* unless the seaman's right to wages has ceased earlier owing to sickness or some other reason." (Italics ours.)

England (reprinted from Laws of England, Vol. 26, Shipping & Navigation, Part 3, p. 47, Act of 1880):

> "Section 73 * * *. Should wages not be paid in accordance with these provisions, then, unless the delay be due to the act or the fault of the seaman or to any reasonable dispute as to liability or to any other cause not being the wrongful act or default of the owner or master, *the seamen's wages continue to run and be payable until the final settlement thereof.*" (Italics ours.)

Finland (reprinted from International Labor Office, Leg. Series, Fin-1, p. 4):

> "18. In addition to their wages, the crew shall receive free rations, unless the agreement contains any stipulation to the contrary.
>
> "Wages shall be due on and from the day on which the seaman begins his work on board, or, if he has to make a journey from the place of engagement in

order to reach the vessel, on and from the day on which the journey begins.

"Wages shall be due to and including the day on which he leaves his employment, or, if the crew is paid off, *to and including the paying-off day,* unless his right to wages has ceased earlier under the provisions of this chapter. (Italics ours.)

Norway (reprinted from Collection of Norwegian Laws &c., published for use of the Legations and Consulates, p. 315):

"Sec. 18. The seaman's right to wages shall be taken to begin on the day on which he commences the service on board. If he has to travel from the place of engagement, the wages shall, if nothing otherwise has been agreed upon, begin on the day on which such voyage or journey was commenced.

"The seaman shall be entitled to wages up to the day of the termination of the service, or, when he is discharged before an Enrolment Officer or a Consul, *up to the date of discharge.* (Italics ours.)

Panama (reprinted from Consular Tariff Decree No. 71, of 1927, Article 1222):

"Article 1222. Should a master dismiss any of his officers or seamen on lawful grounds, he shall pay them their dues according to agreement up to the day of their dismissal, computed on the basis of the distance travelled."

Sweden (reprinted from Merchant Seamen's Law, reprinted from Statute Book of Legations and Consulates, p. 265):

"Art. 18. The wages begin to run on the day on which the seaman enters on his service on board or,

if he must make a journey from the place of engagement in order to join the vessel, on the day on which that journey begins.

"The wages run to and inclusive of the day on which he leaves his service *or, in case of discharge, to and inclusive of the day of that formality,* unless his right to wages has previously ceased in consequence of some provision in this Chapter." (Italics ours.)